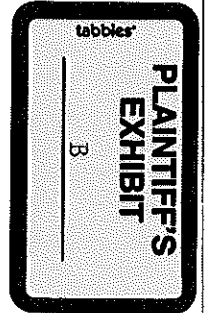




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## MORaine FIRE DIVISION CONTRACT

BETWEEN

MORaine PROFESSIONAL FIREFIGHTERS ASSOCIATION

IAFF, LOCAL 2981

AND

THE CITY OF MORaine

Effective  
June 1, 2011

Expires  
May 31, 2014

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## **Article 1 - Agreement**

Section 1 - The express provisions of this Agreement may not be changed unless all the parties agree to mutually re-open the agreement before the expiration date. An agreement to re-open does not necessarily guarantee a change in the express provisions of this Agreement. A change in the agreement will be implemented by an addendum to the agreement signed by the duly authorized representative of the parties.

Section 2 - This Agreement is subject to applicable federal and state laws, Municipal Charter provisions, Municipal Ordinances and Resolutions in effect as of the effective date of this contract, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, Ordinances and Resolutions. A mutual determination by the parties or a determination by a Court of competent jurisdiction that a provision of this Agreement is invalid shall not invalidate the whole agreement, but only the part deemed invalid. The terms and provisions of this Agreement shall supersede any Municipal Charter provisions, Ordinances or Resolutions that may be enacted during the life of the Agreement in the event there is a conflict between the language of the Agreement and the Municipal Charter provisions, Ordinances or Resolutions. The provisions of this Agreement shall supersede all rights provided to employees under the City's Merit Service Rules and Regulations.

Section 3 - The City shall consult with the Moraine Professional Firefighters Association prior to putting into effect any changes or additions to current personnel policies. The City retains the right to establish, change, or modify personnel policies so long as they are not in conflict with the language of this agreement. Any conflict between the aforementioned and the agreement shall be subject to the grievance procedure set forth in Article 7.

## **Article 2 - Statement and Purpose**

Section 1 - The City, the Moraine Professional Firefighters Association and each employee shall use their best efforts to serve the citizens of Moraine and the public in general:

- A. To achieve better understanding, communication, and cooperation between the City, the Moraine Professional Firefighters Association and its members in the bargaining unit;
- B. To assure the proper and uninterrupted delivery of Fire and Paramedic services to the citizens; and
- C. To promote orderly and harmonious employee relations and an attitude of mutual respect and fair dealing among the City, the Moraine Professional Firefighters Association and employees of the bargaining unit.

Section 2 - The City, the Moraine Professional Firefighters Association and each employee will cooperate fully with all applicable laws, charter or constitutional provisions, or ordinances forbidding discrimination on account of race, color, creed, religion, sex, political affiliation, age or Union affiliation.

## **Article 3 - Recognition, Dues Deduction and Management Rights**

Section 1 - The City recognizes the Moraine Professional Firefighters Association, Local 2981 of the Ohio Professional Firefighters Association, and the International Association of Firefighters; (hereafter referred to as the "Union ") as the exclusive collective bargaining representative of all

employees in the following described unit:

All full-time non-probationary Firefighters, Paramedics, Fire Inspector and Lieutenants employed by the City of Moraine, Ohio Department of Public Safety; but excluding the Fire Chief, Deputy Chiefs, and all Part-Time Firefighters regardless of grade.

Section 2 - Dues Deduction - While this Agreement is in effect, the City will deduct once each week the regular weekly Union dues and assessments from the wages of Bargaining Unit Members and who individually and voluntarily authorize and direct such deductions in writing. The Union shall hold the City, its Bargaining Unit Members, officers, and elected officials harmless from liability arising out of any actions taken or omitted by the City in compliance with or in an attempt to comply with the provisions of this Section. Such dues and assessments shall be transmitted by the City to a representative designated in writing by the Union. Such designation shall be filed with the Director of Finance, City of Moraine. Any change in designation shall immediately be made known to the Director of Finance.

Section 3 - Management Rights - The management and direction of the affairs of the City are retained by the City. This includes, but is by no means limited to, the selection, transfer, assignment, layoff, evaluation, supervision and termination of such employees; the functions and programs of the City, standards of service, its overall budget, procurement of technology and organizational structure; the maintenance and improvement of the efficiency and effectiveness of its operations and programs; the determination of the overall methods, processes, means and personnel by which operations are to be conducted, the suspension, discipline, demotion and discharge of employees for just cause and the determination of the adequacy of the work force, including its size and composition. The City retains all management rights, including those enumerated above, except to the extent this agreement specifically and expressly provides to the contrary.

Section 4 - The City will not discriminate as to any Bargaining Unit member on account of membership or non-membership in the Union. Any person attaining or who is of a rank or position excluded from the above described bargaining unit, shall be ineligible for membership in the Union and shall relinquish his membership.

Section 5 - All Bargaining Unit Members who have completed their probationary status and are not members in good standing of the Union are required to pay the Union a fair share fee as provided for and determined by these provisions of Section 4117.09(C) of the Ohio Revised Code. The fair share fee amount shall be certified to the City by the Local Union. Nothing herein shall be construed as requiring any Bargaining Unit member to become a member of the Union as a condition of securing or retaining employment or any benefits of this agreement. No authorization is required from the Bargaining Unit member in order to deduct the fair share fee from his pay and transmit it to the Union. The Union represents to the City that it has in existence an appropriate rebate procedure.

The fair share fee shall not exceed the dues paid by members of the Union. The Union will certify to the City the amount of the fair share fee. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration and pursuing matters directly affecting wages, hours and other terms and conditions of employment of the employees. The City shall implement the fair share deductions subject to the provisions of this section. The Union represents to the City that it has in place a rebate and challenge procedure that complies with Section 4117.09(C) of the Ohio Revised Code, federal law, and any judicial decisions interpreting such laws. The Union agrees to abide by all rules and decisions of the State Employment Relations Board or the

courts in regard to the fair share fee deductions.

Employees who are members of and adhere to established and traditional tenets and teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization, as set forth in Section 4117.09(C), Ohio Revised Code, shall have such alternative contribution rights as are provided by law under such conditions and in accordance with such procedures as are required by law.

The Union shall indemnify and save the City harmless against any and all claims that shall arise out of or by reason of action taken by the City pursuant to the fair share fee provision of this Agreement.

Section 6 - If any provision of this agreement, or the application of such provision should be declared invalid by any court of competent jurisdiction or by reason of any existing or subsequently enacted state or federal legislation, the parties shall meet within 30 days of a request by either party to determine the extent, if any, to which changes must be made. Only those articles that are in violation of the new laws will be discussed. The remaining parts or portions of this agreement shall remain in full force and effect.

#### **Article 4 - Union Business**

Section 1 - An IAFF or OAPFF representative may consult with members of the Bargaining Unit and be admitted to the City's facilities at all reasonable times upon prior notification to the Fire Chief or Deputy Chief.

Section 2 - The Union may select one Steward for each shift. The names and shifts shall be furnished to the Fire Chief, the City Manager and the Finance Department by the Union. This list shall be kept current by the Union at all times. The Steward involved will not be unreasonably denied permission to leave his work to be present at a grievance presentation to process and participate in the adjustment of grievances. In such instances, the Steward will be permitted reasonable time to investigate and process grievances or potential grievances provided his immediate Supervisor has been notified, in advance. Union business, other than that provided in the Agreement, shall not be conducted by Stewards on City time, nor shall it, in fact, interfere with the work assignment of the Steward involved or the work assignment of any other employee. The Lieutenants may select another Lieutenant as a Steward to represent the Lieutenants only in a grievance.

Section 3 - The highest ranking Union official in the Bargaining Unit shall be designated as the Union President. Among these functions shall be the following:

- A. Attendance at Labor-Management meetings;
- B. Represent the Union in processing and investigating grievances at Step Three (3) of the Grievance Procedure;
- C. Replace a Steward who is absent or unavailable, participation by such individual in matters designated for a Steward.

Section 4 - The privileges listed above do not authorize Stewards or other Union officials to be absent other than authorized by this Agreement.

Section 5 - When a supervisor conducts an investigatory interview which (a) could be used as



the basis for discipline or (b) asks the employee to defend his/her conduct, the employee has the right to request Union representation.

If an employee believes that discipline or other adverse consequences may result from what he or she says, the employee has the right to request Union representation.

The supervisor must inform the Union representative of the subject of the interview and permit the representative to confer in private with the employee prior to the interview. The Union representative may assist and counsel the employee during the interview. The Union representative may ask questions for clarification and may object to improper methods of inquiry (eg., confusing or intimidating questions).

When the employee requests Union representation, the supervisor shall (a) stop questioning until the Union representative arrives; (b) cancel or postpone the interview; or (c) advise the employee that the interview is being cancelled or postponed unless the employee voluntarily waives his/her right to Union representation.

No formal disciplinary action shall be taken if the Bargaining Unit member's Steward cannot be present at the disciplinary meeting which shall be conducted during the shift or no later than the end of the next regularly scheduled shift however this shall not limit the Chief or Deputy Chief's right to immediately suspend an employee from duty for intentional wrongdoing or gross insubordination as defined in the City's Personnel Manual provided the Union is immediately notified and a disciplinary meeting is scheduled within 24 hours.

The above shall not limit a supervisor's right to conduct any investigation.

Section 6 - Reasonable provisions shall be made by the City so that one elected official or designated representative of the Bargaining Unit may attend a Union meeting during his regularly scheduled tour of duty not to exceed three (3) hours for not more than one (1) meeting in any one (1) calendar month, by requesting change of duty assignment between stations or requesting flexibility of shift assignment so as to avoid loss of scheduled hours. All absences from duty are contingent upon the fact that, in the opinion of the Fire Chief, the presence of the firefighter for duty is not required for the safety of the community.

Section 7 - One bulletin board at each of the fire stations manned by Bargaining Unit Members, out of the view of the public may be provided by the Union and used for posting notices which do not have the effect of being detrimental to the City. Notices may be of the following types:

- A. Recreation and social events;
- B. Union elections and election results;
- C. General Union membership meetings and other related meetings;
- D. General Union business of interest to membership.

Section 8 - Union Business Leave - Arrangements for scheduling of annual leave or trading of shifts may be submitted to the Fire Chief or the Deputy Fire Chief for the following purposes:

- A. One (1) day per year for Steward training. Training of newly appointed Stewards shall not be included within the 80 hour limit set forth in paragraph C, provided such training

is limited to two (2) new Stewards per year. Additional training of existing Stewards shall be included within the 80 hour limit.

- B. Attendance at either the State Constitutional Convention, two (2) duty shifts or attendance at the International Constitutional Convention, three (3) duty shifts.
- C. Officers and Stewards of IAFF Local 2981 shall be allowed a total of 80 hours of Union Business Leave per contract year. Officers and Stewards shall not be unreasonably denied the use of Union Business Leave, provided, however, that it is understood by the parties that when such leave is taken no more than one (1) Lieutenant and two (2) non-supervisory employees may be off at the same time.

Section 9 - A bargaining committee not to exceed three (3) members shall be permitted to attend negotiations during the term of the Agreement without loss of pay or benefits and without the necessity of taking leave time. No more than two (2) Bargaining Unit Members attending the meeting on duty shall be relieved from running emergency calls during the meetings.

#### **Article 5 - Labor Management Relations**

Section 1 - To insure the realization of the purpose of this Agreement as stated in Article 2, there shall be a Labor-Management Committee that shall meet if requested by either party. Such meetings shall be held only upon personal receipt by the City Manager or the Union President or their designees, at least seven (7) calendar days in advance of a request from the other party for such a meeting. The purpose of such meetings may include, but not be limited to:

- A. Notify the Union of changes contemplated by the City which may affect members of the Union ; jointly discuss the need of upgrading current employees in terms of providing and/or identifying training and educational opportunities to meet the future needs and programs of the City and thereby reduce the likelihood of changing skill requirements not being met by current personnel;
- B. Disseminate general information to the parties; and
- C. Give the Union representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members.

The above list illustrates the type of subjects to be discussed, and is not intended to create additional contractual liabilities. More frequent meetings may be held when in the opinion of both parties such meetings would serve to fulfill the purpose of this Agreement as previously stated. The agenda(s) for each meeting will be prepared by the Union President and/or the City Manager and will be received by the other not later than seventy-two (72) hours prior to the scheduled time of the meeting. Preparation of an agenda is mandatory for the party requesting such meeting and optional for the other party. Agendas submitted by the Union shall include the names of the representatives who will be in attendance. When such meetings are held during the Union local representatives straight-time hours, they shall not lose pay for time spent in such meetings.

Section 2 - The Union shall be entitled to a maximum of three (3) Bargaining Unit Representatives on the Committee, one of whom may be Union President. A representative of the State and/or the International Association shall also be permitted to attend.

Section 3 - Written response shall be given for questions either party may have in meetings of



the Labor-Management Committee. Said written response(s) shall be submitted to the other side within fourteen (14) calendar days, provided however, that the parties may mutually agree to extend this time. No particular written response shall be considered by either party to create an agreement or practice between the parties governing the terms and conditions of employment of Bargaining Unit Members, unless an agreement is reached in writing, signed by both parties on a specific issue. Where practicable, such agreement shall be incorporated in the written rules, policies and practices of the Fire Department or in the logbook.

Section 4 - Bargaining Unit representatives participating in Labor-Management meetings pursuant to this article during working hours shall not suffer loss of pay or benefits; and no more than two (2) members shall be relieved at any one time from responding to emergency calls during said meeting; however, this privilege shall not be abused.

#### **Article 6 - No Strike-No Lockout**

Section 1 - Inasmuch as this Agreement provides machinery for the orderly resolution of grievance, and inasmuch as the City and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Moraine, neither the Union, its officers, agents, representatives or Bargaining Unit employees will authorize, instigate, cause, aid, condone or participate in any strike or work stoppage, by its members or other employees of the City for the duration on this Agreement. When the City notifies the Union by certified mail that any of its members are engaged in any such strike activity, the Union shall immediately order such members to return to work. In addition to other rights and remedies prescribed by law, the City shall have the right to discharge or otherwise discipline any Bargaining Unit Members violating this Section and no such discharge or discipline may be set aside if the Bargaining Unit Members are found guilty of any violation of this Section. The Union may publicly denounce any violation of this Section and shall use all reasonable efforts to prevent and terminate any such violations.

Section 2 - During the term of this Agreement, the City shall engage in no lockout of Bargaining Unit Members covered by this Agreement.

#### **Article 7 - Grievance Procedure**

Section 1 - Purpose - It is the intent of this Article to provide a means for the reasonable settlement of certain disputes between a Bargaining Unit member and management. All Bargaining Unit Members and supervisory personnel should, however, make every possible effort to settle differences without making use of the procedures in the following sections.

Section 2 - A grievance is defined as being any dispute or controversy between any Bargaining Unit member and/or the Union with the City involving:

- A. The interpretation or application of any of the provisions of this Agreement;
- B. The discipline of any Bargaining Unit member;
- C. The effect and/or reasonableness of application of any work rule established and enforced by the City.

Section 3 - Any grievance not presented in writing for disposition through the grievance procedure set forth below within seven (7) calendar days of the occurrence of the facts and conditions giving rise thereto, or within seven (7) calendar days of the grievant's knowledge of their occurrence,

whichever comes later, but in any event no more than thirty (30) calendar days after the occurrence of the facts and conditions giving rise thereto, or any grievance not appealed within the specified time limits, shall not be honored.

Section 4 - Nothing in this section is intended to deny a Bargaining Unit member or the Union of any rights by law to have redress of their legal rights that are not otherwise subject to resolution under the grievance and arbitration provisions of this Agreement. Rights retained by Bargaining Unit Members include the right to appeal to the Ohio Civil Rights Commission, the Equal Employment Opportunity Commission, the State Employment Relations Board, or any other Board, Commission or Court of competent jurisdiction. However, once a Bargaining Unit member or the Union elects as its remedy the provisions or procedures of any of the above named boards, commissions or courts, he, she or the Union is denied the remedy of the Grievance Procedure as provided herein.

Section 5 - Grievances will be settled at the earliest possible step of this procedure. The Bargaining Unit member must proceed through all steps of the grievance procedure in a proper order and within the prescribed time limits. Where a grievance cites issues of law that the individual hearing the grievance cannot address, the grievance shall be forwarded to the City Law Director for an opinion before proceeding. When a grievance is forwarded to the City Law Director for an opinion, the Union and the grievant shall be notified in writing within three (3) calendar days. The time limits set forth in this procedure will be held in abeyance until a response from the City Law Director is received. Said response shall be within seven (7) calendar days. A grievant may have a representative of his or her choosing present at any step of the grievance procedure. Witnesses may be called by either party.

#### Section 6 - Steps

##### Step One - Preliminary Step

A Bargaining Unit member having a grievance will first attempt to resolve informally by meeting with his immediate supervisor at, or after, the time the incident giving rise to the grievance occurs. At this step, there is no reason to put the grievance in writing, no report needs to be submitted by the Supervisor and there shall be no Steward present. The Supervisor shall render a decision no later than three (3) calendar days from the date of the meeting (however if the decision at this Step One requires the payment of money or establishes a precedent in contract interpretation, the Supervisor shall first obtain approval of the decision from the Chief or Deputy Chief). If the Bargaining Unit member is not satisfied with the response from his immediate supervisor at this Step, he may pursue the formal steps that follow:

##### Step Two - Deputy Chief

- A. If the grievance is not resolved at Step one, the Bargaining Unit member shall have the Steward submit it in writing to the Deputy Chief within the time specified in Section 3. Provided, however, that when the grievant is also a Steward, he shall submit his grievance through the Union President and/or his designee.
- B. The Deputy Chief will meet the grievant and the Steward to discuss the problem within three (3) calendar days, and shall answer the grievance within three (3) calendar days.

Step Three - Chief

- A. Should the grievant not be satisfied with the answer he received in Step two within seven (7) calendar days after his receipt thereof, he may carry the grievance in an original and one (1) copy to the Chief or Deputy Chief or designee in the Chief's absence.
- B. The grievant may choose one other member of the Bargaining Unit to accompany him to the meeting at this Step. Such other Bargaining Unit member may be a Steward. Also the Bargaining Unit member's immediate supervisor may attend this meeting. The Chief will see that the Steward is notified and given the opportunity to be present at this meeting.
- C. At the conclusion of this meeting, and not to exceed seven (7) calendar days after his receipt of the grievance forms, the Chief shall respond to this grievance by writing his answer on the original and one copy thereof to the grievant.
- D. Where the grievant's immediate supervisor is the Chief, the grievant shall take the grievance to Step three and proceed through the Steps outlined in Step three of this grievance procedure without going through Step two.

Step Four - City Manager

- A. Should the grievant not be satisfied with the written answer received in Step three within seven (7) calendar days after his receipt thereof, he may submit the original grievance forms and one copy to the City Manager or his designated representative and request that the meeting contemplated by this Step four be scheduled.
- B. Upon receipt of the original and one copy of the written grievance form, the City Manager shall have them date-stamped to show the date of receipt and may, at his own discretion, schedule a meeting to be held within seven (7) calendar days to discuss the grievance.
- C. The City Manager or his designated representative shall inquire into the circumstances and allegations surrounding the grievance to the extent the City Manager determines to be necessary.
- D. If the City Manager determines to hold a meeting, the grievant may choose one other member of the Bargaining Unit to accompany him to the meeting at this step. In addition, a duly accredited representative of the state and/or international association may attend the meeting.
- E. The City Manager shall render his decision in writing and return a copy to the grievant and the Union within seven (7) calendar days.

Step 5 - Binding Arbitration

- A. If the grievance is not settled in accordance with the foregoing procedure, the Union or the City may refer the grievance to binding arbitration within twenty-one (21) calendar days after receipt of the City Manager's answer in Step 4. All arbitration shall be conducted pursuant to the procedures and rules and be conducted by the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA). The Union shall provide the City Manager and Law Director with copies of any request for arbitration filed with FMCS or AAA. All arbitration hearings shall be held in Moraine, Ohio unless the parties mutually agree otherwise.

- B. The arbitrator shall act in a judicial, not legislative capacity, and shall have no right to amend, modify, nullify, ignore, or to add to or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him. In the event the arbitrator finds a violation of the terms of this Agreement, he shall fashion an appropriate remedy. The arbitrator shall submit in writing his decision within thirty (30) calendar days following the closing of the hearing. If both parties agree to submit post hearing briefs, the arbitrator shall have thirty (30) calendar days from the submission of briefs to submit his written decision. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.
- C. The fee and expenses of the arbitrator shall be divided equally between the City and the Union provided, however, that each party shall be responsible for compensating its own representatives and non-employee witnesses.
- D. Two or more grievances may not be joined or consolidated for hearing by an arbitrator except upon agreement of both parties.
- E. The parties may by mutual agreement waive any steps or any of the time limits of this Article.
- F. The City is authorized to pay grievance settlements.

Section 7 - The time limits specified at any Step may be extended in any particular instance by written agreement between the City and the Union. In the absence of mutual extensions, the grievant may, at any Step where a response is not forthcoming within a specified time limit, move the grievance along to the next Step in the procedure and proceed therein as though the answer at the prior Step had been given.

Section 8 - In each Step of the Grievance Procedure certain specific representatives are given approval to attend the meetings. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, in the interest of resolving grievances at the earliest possible step of the Grievance Procedure, it may be beneficial that other representatives be in attendance. Therefore, either party may bring additional representatives to any meeting in the Grievance Procedure, but only upon advance mutual agreement to do so among the parties specifically designated to attend.

Section 9 - Grievance Forms - The City and the Union have developed a grievance form that must be used by Bargaining Unit Members to submit a grievance. The form is to be prepared in triplicate. Such copies of the completed form, including the action taken, will be distributed as provided in Section 3 of Article 7. The jointly-developed grievance form will be made readily available to all Bargaining Unit Members. The appropriate officers of the City will assign a consecutive number to each grievance and will maintain a log book. Subsequent grievances concerning the same circumstances will be assigned the same number.

Section 10 - A Bargaining Unit member shall be given reasonable time to consult with his appropriate Steward during working hours relative to a grievance matter after first notifying his immediate supervisor of such a desire. Such privilege will not be abused by the Bargaining Unit member and shall not be unfairly withheld by the supervisor and shall be consistent with the mutual



duties of all parties to assure the safety of the citizens.

### **Article 8 - Disciplinary Action**

Section 1 - All disciplinary action shall be in accordance with this Agreement. All pre-disciplinary interviews of employees shall comply with the provisions regarding Union representation described in Article 4, Section 5.

#### Section 2 - Pre-disciplinary procedure.

- A. Whenever the Fire Chief or in the Fire Chief's absence, the Deputy Chief determine that a Bargaining Unit member may be disciplined for cause, resulting in a loss of pay, a pre-disciplinary conference will be scheduled to give the Bargaining Unit member an opportunity to offer an explanation of the alleged misconduct.
- B. No less than twenty-four (24) hours prior to the scheduled starting time of the conference, Fire Chief or in the Fire Chief's absence, the Deputy Fire Chief will provide to the member a written statement of the charges which are the basis for the proposed disciplinary action. The member must choose to: (1) appear at the conference to present an oral and/or written statement in his or her defense; (2) appear at the conference and have a representative present and present an oral and/or written statement in defense; or (3) elect, in writing, to waive the opportunity to have a pre-disciplinary conference.
- C. At the pre-disciplinary conference, the representative of the City shall have the opportunity to present evidence in support of the written statement of charges and may examine the Bargaining Unit member as to the charges. Failure of the Bargaining Unit member to respond truthfully is itself misconduct which may result in disciplinary action.
- D. At the conference, the member or his representative may present any testimony, statements or documents in defense, explanation or mitigation of the alleged misconduct. The member may be represented by any person he or she chooses, whether such individual is an employee or not. However, no conference will be delayed more than twenty-four (24) additional hours to enable an employee representative to attend except by joint agreement between the City's representative and the member.
- E. Pre-disciplinary conference will be held by a neutral Department or Division Head, selected by the City Manager from those Department Heads or Division Heads not directly in the chain of command of the member. The member shall provide a list of witnesses to the neutral as far in advance as possible, but not later than one (1) hour prior to the pre-disciplinary conference. It is the member's responsibility to notify his/her witnesses that their attendance is desired. The member or his/her representative will be permitted to question witnesses called by the City's representative.
- F. Within five (5) calendar days of the pre-disciplinary conference, the neutral administrator shall submit written findings to the City Manager. Such findings shall be limited to the issue of whether a basis exists for discipline to be imposed. The City Manager is not bound by the conclusions of the neutral administrator and may adopt, reject, or modify this report or its findings. The City Manager will implement the appropriate disciplinary action and will issue the final decision to the employee in writing. A copy of the neutral's report will be provided to the member within five (5) calendar days following its

preparation.

- G. Proof of allegations at the pre-disciplinary conference may result in disciplinary action ranging from an oral warning or counseling up to and including termination of employment. The particular discipline, if any, to be imposed will be determined by the City Manager after a careful review of the report issued by the neutral hearing officer.

Section 3 - Disciplinary Principles. The parties agree that a clearly written discipline policy will minimize potential misunderstandings. The parties further agree that certain basic principals must consistently be applied in order to effectively and fairly correct unsatisfactory job behavior to this end the parties provide:

- A. Members shall be advised of expected job behavior, the type of conduct that the City Manager and/or Fire Chief have determined to be unacceptable, and the potential penalties for such unacceptable conduct.
- B. Immediate attention shall be given to infractions involving policies, rules, regulations and operating procedures.
- C. Discipline shall be applied uniformly and consistently to all Bargaining Unit Members and any deviation from standard procedures must have a reasonable basis that is well documented.
- D. Each offense shall be dealt with on a fair and objective basis.
- E. Discipline shall be progressive as herein below outlined.
- F. Only a member's Immediate supervisor and/or the Fire Chief, or Deputy Fire Chief or the City Manager can administer discipline.

Section 4 - Progressive Discipline. The City shall follow an established system of progressive discipline when correcting job behavior that is generally applicable to all City employees unless specific requirements of their jobs require otherwise. The policy set forth therein is a guide for the uniform administration of discipline. It is not, however, to be construed as a limitation upon the rights of the City Manager as set forth in the City Charter. Examples of specific offenses set forth in the City Personnel Manual are not inclusive, but serve merely as examples. The standard penalties set forth do not preclude the application of a more or less severe penalty for a given infraction when circumstances reasonably call for a different penalty. In those cases where the penalty deviates from the recommended standard penalty, the reasons for such deviation must be noted in writing by the person administering the discipline.

All multiple infractions shall be dealt with as follows:

- A. Multiple offenses, which are unrelated, are progressively disciplined in the groups in which the offenses are classified.
- B. Multiple offenses, which are related, are progressively disciplined regardless of the groups in which the offenses are classified and regardless of the order in which the offenses occurred.

Section 5 - Grounds for Disciplinary Action and Penalties. As set forth in the City's Personnel



Manual, in general, Group 1 Offenses may be defined as those infractions which are of a relatively minor nature and which cause only a minimal disruption to the Fire Department in terms of a slight yet significant decrease in productivity, efficiency and /or morale. Group 1 Offenses, if left undisciplined, will usually cause only a temporary or minor impact against the organization unless such acts are compounded over time. Group II Offenses may be defined as infractions that are of a more serious nature than the Group I Offenses and which, in turn, cause a more serious and longer lasting disruption to the Fire Department in terms of decreased productivity, efficiency and/or morale. Group II Offenses, if left undisciplined, can cause a serious and longer lasting minor impact against the Fire Department than do the Group 1 Offenses. Group III Offenses may be defined as those infractions which are of a very serious or possibly of a criminal nature, and which cause a critical disruption to the organization in terms of decreased productivity, efficiency and/or morale. Group III Offenses, if left undisciplined, may cause long lasting, and serious impact against the organization.

Section 6 - Bargaining Unit Members receiving a verbal instruction and cautioning from a supervisor shall have no right to grieve same but may appeal same to the Fire Chief or in his absence, the Deputy Fire Chief. No record of verbal instructions and cautioning will be kept and same shall not be considered a disciplinary action.

Section 7 - All supervisors shall have the authority to issue a verbal reprimand. All other discipline shall be administered by the Chief, Deputy Chief or City Manager. Bargaining Unit Members have the right to be represented at any meeting or hearing where any disciplinary action is contemplated. All disciplinary action is subject to the Grievance Procedure.

#### **Article 9 - Policies and Procedures**

Section 1 - The City has the right to establish reasonable work rules, policies and procedures consistent with its management rights herein set forth in this Agreement and to regulate Bargaining Unit Members in the performance of their duties in the Fire Division and as City employees. All such work rules, policies and procedures shall be reduced to writing and shall be provided to all Bargaining Unit Members in order to be binding and effective. All such rules, policies and procedures are to be interpreted and applied uniformly to all Bargaining Unit Members covered by this Agreement under similar circumstances. The Union, through its President, may grieve the reasonableness, uniformity of application and interpretation of any work rule, policy or procedure made on management's behalf.

##### Section 2 -

- A. Verbal or written reprimands and wage garnishments shall be removed from the Bargaining Unit member's records upon written request, twelve (12) months from the date of the reprimand or wage garnishment, unless a second reprimand or garnishment is issued for a similar offense within that time. In such case, the first reprimand or garnishment will be removed at the expiration of the second reprimand or garnishment.
- B. In regard to a suspension of any duration, after a period of twenty four (24) months from the date of the suspension, upon written request from the Bargaining Unit member, the suspension shall be removed automatically unless another suspension is issued within that time. In such case, the first suspension will be removed at the expiration date of the second suspension.

Section 3 - Any Bargaining Unit member shall be allowed supervised access by the Human Resources Director or his designee, to any personnel records kept by the City on that Bargaining Unit member, and shall be allowed to review said files upon written request, and to have placed in such

file non-derogatory memoranda authorized by the Bargaining Unit member. An employee shall be notified in the event that a personnel record is reviewed and by whom.

#### Section 4 - Seniority.

City Seniority - A Bargaining Unit member's length of continuous service with the City based on his/her original date of hire with the City. City seniority shall be the basis for such benefits as accumulation of Sick Leave, Vacation, longevity bonuses or other cumulative monetary fringe benefits based on length of service.

Classification Seniority - A Bargaining Unit member's length of continuous service in his/her current classification based on his/her original date of appointment in that classification.

The City recognizes that City seniority is an important criterion for determining job assignment for members of the Bargaining Unit while performing non-emergency tasks while on the job and will consider City seniority together with all other relevant criteria in determining job assignment. City seniority together with all other relevant criteria shall be used in determining job assignments. When the City chooses to make assignments (OHTF1, Haz-Mat etc.) other than routine job and training requirements, the assignment will be posted when practical 14 days prior to the selection. The posting shall describe the position, requirements, and how to apply. The Chief will make the final decision on the assignment based on but not limited to: aptitude, skills, job knowledge and seniority.

Section 5 - If a reduction in force becomes necessary in those classifications within the Fire Department containing Bargaining Unit Members, the City hereby agrees to reduce said employees in the following order: (1) first, all non-full-time employees within said classifications; (2) next, all probationary employees; and (3) then all Bargaining Unit Members based on their City seniority. Recall list for full-time employees shall remain active as provided in Chapter 124 of the O.R.C.

### **Article 10 - Health and Safety**

Section 1 - It is hereby recognized that a platoon to the extent practicable, as determined by the Fire Chief or his designee, shall consist of at least three (3) full time personnel and at least four (4) other full and/or part-time personnel, including the platoon officer, on a 24 hour shift. If, at the start of the shift, part-time personnel are not available to comprise the personnel levels set forth herein, full-time employees shall be called in to satisfy personnel needs. Normally, the Fire Chief, or Deputy Chief, will not constitute a member of a platoon except as determined by the Fire Chief or his designee to be necessary. The City shall have the right to utilize part-time firefighter/paramedics or firefighter/EMT's on platoon, provided they have all minimum training as established by departmental rules, regulations and policies and provided further, that the utilization of part-time personnel shall not prevent any Bargaining Unit member from working his regular duty hours. Decisions made by the Fire Chief, or his designee, regarding this Section shall be subject to the provisions of Article 7.

Section 2 - The City shall be responsible for providing safe working conditions, tools, equipment and working methods for its Bargaining Unit Members. Unsafe conditions must be corrected as soon as possible. Optimum involvement and participation of all levels of personnel in the safety program shall be encouraged. Bargaining Unit Members shall observe all safety rules and practices set forth for the Fire Department.

Unsafe equipment will be taken out of service until completely repaired, unless said equipment must be used to perform life saving tasks, and only after all other operational equipment has been utilized on the particular assignment.

Section 3 - A Health and Safety Committee shall be established consisting of four (4) people; two (2) of whom will be representatives of the City while the other two (2) individuals will be Bargaining Unit Members who have been recommended by the membership. A list of the members of the Health and Safety Committee from each side will be exchanged within 30 calendar days from ratification of this Agreement. The Health and Safety Committee shall meet upon written request of either party at a time and place mutually agreeable, within seven (7) calendar days of the request of the initiating party. The initiating party shall furnish the other party with a written agenda not later than 72 hours prior to the scheduled time of the meeting.

The purpose of the Health and Safety Committee shall be to discuss any and all issues regarding the health and safety of the Bargaining Unit Members and to ensure full and complete compliance with Section 2 of Article 10. The City shall post a copy of the recommendations and decisions that were agreed on during the meeting at the fire station along with providing a copy to the Union President.

Section 4 - In the event an employee has been injured or exposed to a toxic substance or to an infectious disease in the course or scope of his or her employment, and is sent to the hospital for testing, treatment, and/or preventive measures, and Workers' Compensation subsequently determines that there was no injury sustained, the costs of the testing, treatment, and/or preventive measures will be the responsibility of the City. Copies of any test results will be forwarded by the testing facility to the employee and to the Fire Chief.

Section 5 - It is understood and agreed that the City may establish a program to monitor employee safety and health. This program is intended to comply with the requirements set forth in OAC-4123:1-21-07(F)(1,2); OAC-4123:1-21-02(P)(3) and the Moraine Fire Division Non-Emergency SOG "Health and Wellness Physicals" rev. 4/1/2011.

## **Article 11 - Overtime Opportunities**

Section 1 - When the City determines to offer overtime opportunities to Bargaining Unit Members, it shall offer such work as follows:

### **Section 2 - Groups:**

Firefighters shall constitute a separate overtime equalization group.

Lieutenants shall constitute a separate overtime equalization group.

Section 3 - Qualifications. Where the City determines that it is required, a Bargaining Unit member with special qualifications may be assigned the overtime, as may a Bargaining Unit member engaged in a specific task requiring completion. Special qualification shall be defined as a special skill, training, or knowledge of a particular fire service nature that is not possessed by the lowest Bargaining Unit Members according to the equalization chart. A lieutenant shall not be eligible to work in place of a firefighter or a firefighter/paramedic unless all firefighters and firefighter/paramedics have turned down the overtime.

Section 4 - Except in cases covered by Section 3 (Special Qualifications), overtime shall be offered to the Bargaining Unit member in the equalization group with the lowest number of hours. In the event of insufficient Bargaining Unit Members the shift overtime work will be assigned to other full-time qualified Bargaining Unit Members who did not accept the overtime. To the extent practicable, such assignment will be on the basis of least seniority among those so qualified. Pre-scheduled

overtime opportunities will be offered as far in advance as is practicable with due regard to the prior personal commitments of such Bargaining Unit member.

Section 5 – For purposes of maintaining equalization records, hours will be charged for:

- A. All overtime hours worked.
- B. All overtime offered to an employee but not worked.
- C. Emergency Call Backs.
- D. Sick Leave/Vacation. A Bargaining Unit member shall not be offered or charged for Overtime (OT) opportunities when on Sick Leave, Injury Leave, Vacation, Comp Time, or EDO. However, a Bargaining Unit member shall be offered OT opportunities during the period 48 hours thereafter. If no Bargaining Unit member accepts the OT opportunity after calling all available Bargaining Unit members, a second request to fill the OT will be made and Bargaining Unit members on EDO and Vacation will not be excluded, however if the offer is turned down, the employee shall not be charged for the overtime opportunity. OT hours offered are not guaranteed.

Section 6 - When a Bargaining Unit member enters an overtime equalization group (as by promotions, other transfer, or completion of one (1) year probation), he shall be charged the number of hours of the highest in the group. When two (2) or more Bargaining Unit Members enter the overtime equalization group on the same day, they shall be assigned to the schedule by alphabetical order.

Section 7 - Overtime records shall be kept consistent with the provisions of this Agreement and the records shall be available for inspection, posted in a visible area for all Union members to analyze said records.

Section 8 - Mistakes - Errors in the distribution of overtime opportunities made by the Chief or Deputy Chiefs will be corrected by granting to any Bargaining Unit member whose right to overtime was denied, the next overtime opportunity to make up all hours lost. Errors made by Lieutenants may be the subject of disciplinary action.

Section 9 - Subject to the other provisions contained in this agreement, the City reserves the right to require Bargaining Unit Members to work overtime when necessary, provided it is not unreasonably excessive. No Bargaining Unit member shall work more than two (2) full consecutive shifts unless an emergency has been declared by the Fire Chief or his designee. When Bargaining Unit members are "ordered-in" to work overtime to cover shortages in shift personnel and to maintain required personnel for ongoing operations, said employees shall be paid double their regular hourly rate for such time worked.

Employees may also be required to "holdover" at the end of their regularly scheduled shift until personnel can be obtained by transfer from other stations or called-in to attain manpower levels desired by the Chief or his designee. Holdover shall be offered by seniority at the affected station. If no employee accepts the holdover offer, the lowest seniority employee at the affected station will be required to holdover until desired coverage for that station is attained. "Holdover" time worked shall not be eligible for double time payment.

Section 10 - Nothing will preclude the City from offering two (2) 12-hour shifts or one (1) 24-



hour shift to replace a missing Bargaining Unit member.

Section 11 - All Firefighters, Firefighter/Paramedics required to work as Shift Supervisors (OIC) for more than four (4) hours shall receive an additional ten (10%) percent adjustment to his/her straight time hourly rate. For purposes of receiving a plus rating Firefighters, Firefighter/Paramedics shall be considered supervisors only in situations when there are no full-time officers "on duty within the City", a qualified employee is designated by the Chief to serve in that capacity and all off-duty lieutenants have turned down the overtime. On duty within the City is defined as being present for and performing normal duty functions.

Section 12 - When a shift change is initiated by management and a Bargaining Unit member's shift is changed so he/she has only one (1) day off between work days he/she shall be paid time and one half (1-1/2) for the changed shift or granted one (1) day off. The Fire Chief shall determine whether time off shall be granted or wages paid.

The above provision does not apply when the shift change is the result of a Bargaining Unit member's request.

## Article 12 - Wages

Section 1-A. The wage rates in effect during this agreement for Bargaining Unit Members shall be as set forth in Appendix A to this Agreement. Except as set forth in Section 1-B, the term "regular rate of pay" or "straight time rate" as used in this Agreement shall be an employee's annual salary divided by 2920 hours.

Section 1-B. For employees hired prior to July 1, 2004, hourly rates for payments made for Longevity Pay (Article 12, Section 10); Cash Out of Compensatory Time (Article 12, Section 11); Holiday Pay (Article 13, Sections 1 and 2); Sick Leave Conversion (Article 15, Sections 9 and 10); Wellness Incentive (Article 15, Section 12); Emergency Call Backs (Article 11); Shift Station Coverage and Shift Holdover shall be computed by dividing their annual salary by 2080 hours. For all other situations the hourly rate shall be determined as set forth in Section 1-A.

Section 1-C. Employees participating in the Ohio Police and Fire Pension Fund ("OPF") shall be required to contribute a percent of their earnings to the OPF as required by applicable law. Such contribution shall be deducted from the employee's pay and forwarded to the OPF. If permitted by applicable law, such deductions will be structured so that they are "pre-tax" in order to defer income taxes on such contributions. (See Memo of Understanding)

Section 1-D. The Union recognizes that the determination of wages and benefits to probationary employees shall be at the sole discretion of the City; provided, however, that benefits paid on the basis of seniority and continuous employment with the City shall be paid to Bargaining Unit Members qualifying for same. The probationary period for all employees shall be twelve (12) months.

Section 2 - Merit increases for Bargaining Unit Members hired before July 1, 2004 shall be at 6 month intervals and at 12 month intervals for members hired thereafter and shall be based upon the Bargaining Unit member's anniversary date of becoming a non-probationary employee.

Section 3 - When a Bargaining Unit member is promoted, he will be placed in the step next higher in amount than the step in effect just prior to date of promotion, and shall remain in such step during the period of six (6) months promotional probation for members hired before July 1, 2004 and

twelve (12) months for members hired thereafter.

Section 4 - Step increases shall not be automatic. A recommendation from the Fire Chief and approval of the City Manager are required. All step increases shall be determined in his performance evaluations. Any Bargaining Unit member denied a step increase shall be notified by the Fire Chief in writing as to the specific reasons for being denied the increase. A copy of the notice shall be given to the Union Steward. Any such denial of a step increase shall be appealable through the grievance procedure.

Section 5 - The work week shall start at the beginning of the shift on Sunday each week, and the work day shall start at the beginning of the assigned shift.

Section 6 - Upon prior written approval of the Fire Chief or designee, Bargaining Unit Members may be allowed by mutual agreement between involved Bargaining Unit Members to trade time off. Should this privilege result in positions not being covered consistent with such agreements, the City may withdraw approval, permanently or temporarily, as to the Bargaining Unit Members involved in that exchange of time.

Section 7 - All new hires and existing employees hired after July 1, 1979 must be certified Firefighter/Paramedics. Employees must retain their paramedic and firefighter certification, as a condition of employment. Paramedic training and retaining certification shall be at the City's expense.

Section 8 - If the requirements for obtaining or retaining the paramedic certification substantially change, the City and the Union will meet to discuss the effect of such change on the requirements of this Agreement. Bargaining Unit Members who, in good faith, fail to retain their certification after the substantial change, will not automatically be discharged, but, will be given a reasonable amount of time not to exceed thirty (30) months to again become certified. It will be the intent of the parties to renegotiate those Sections under those circumstances to equitably deal with the changes in requirements imposed by the State of Ohio, and Montgomery County. Any Bargaining Unit member failing to retain his paramedic certification shall, during such period, be paid at the applicable firefighter rate set forth in section 1 of this article.

Section 9 - When a Bargaining Unit member is promoted to lieutenant, there shall be a base pay minimum differential of 10% above the highest wage group below him.

Section 10 - Longevity pay shall be provided for all Bargaining Unit Members who have served the City of Moraine not less than ten (10) years preceding the effective date of any longevity payment. Payment for longevity will be made once each year on a regular pay day occurring between the first and fifteenth of December. The date on which longevity will be computed will be December 31 of the year payment is made.

|          |              |
|----------|--------------|
| 10 Years | 10 Hours pay |
| 15 Years | 15 Hours pay |
| 20 Years | 25 Hours pay |
| 25 Years | 30 Hours pay |

Section 11 - The Fire Chief may, under circumstances he, in his sole discretion, deems appropriate, grant to Bargaining Unit Members, upon their request, compensatory time off in lieu of overtime pay, up to a maximum of 100 hours (100) under the following conditions:

- A. Request for compensatory time off can be approved by the Fire Chief, Deputy Chief or



other supervisor provided adequate shift coverage is maintained and its approval does not result in the need for overtime scheduling or call-in.

- B. Request will not be granted if its approval would require overtime to maintain shift coverage.
- C. Compensatory time may be accumulated in any increments.
- D. Compensatory time shall be taken in no less than two (2) hour increments.
- E. Any compensatory time on record at termination of employment shall be paid to the employee at current rate of pay hour for hour.

Section 12 - The City may require employees to designate a financial institution for purposes of implementing direct deposit of paychecks.

### **Article 13 - Holiday Pay**

Section 1 - Each full-time 24/48 hour Bargaining Unit member in an active pay status with the City shall be entitled, in addition to his or her regular salary, and irrespective of work schedule, and as extra compensation, separate payment for the following holidays computed on the basis of eight (8) hours at his/her regular rate of pay: New Year's Day, Good Friday, Memorial Day (last Monday in May), Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve Day, Christmas Day and New Year's Eve Day.

Section 2 - Bargaining Unit Members who are physically present and regularly scheduled for duty on a designated calendar holiday and who work at least 20 of the 24 hours of the shift shall receive an additional four (4) hours of holiday pay at the applicable straight time rate in addition to their regular pay and in addition to the payment they receive under Section 1.

All 40 hour personnel will use the City Personnel Manual ~~as revised May 2, 2004~~ for all matters concerning holidays and time off.

### **Article 14 - Vacations**

Section 1 - The City shall grant a vacation leave without loss of salary to all full-time firefighters with at least one (1) year of continuous service with the City in accordance with the following schedule:

| <u>Length of Service</u>                         | <u>Vacation Leave</u>               | <u>Accrual Rate</u> |
|--------------------------------------------------|-------------------------------------|---------------------|
| One (1) year but less than five (5) years        | Two Weeks - Five (5) duty shifts    | 2.31 Hrs/Week       |
| Five (5) years but less than fourteen (14) years | Three Weeks - seven (7) duty shifts | 3.23 Hrs/Week       |
| Fourteen (14) years or more                      | Four weeks - ten (10) duty shifts   | 4.62 Hrs/Week       |

Section 2 - Once eligible, a Bargaining Unit member shall be credited with vacation on a weekly

accrual basis. Bargaining Unit Members who are terminated for any reason, or who die prior to their anniversary date, shall be entitled to all accrued but unused vacation. Vacation pay shall be computed on the basis of the Bargaining Unit member's pay rate in effect on the pay period immediately preceding the vacation time-off period, termination or death. Vacation must be used in no less than two (2) hour increments.

Section 3 - A Bargaining Unit Members unused vacation leave may be carried over into the next vacation year. However, no more than three years accrual of unused vacation leave may be accumulated at any time. Vacation leave earned in excess of three years of accumulation must be taken in the current vacation year, or it will be forfeited at the end of the current vacation year, unless the City Manager, upon the recommendation of the Fire Chief approves a waiver based on the circumstances beyond the control of the Bargaining Unit Member, and authorizes payment in lieu thereof.

Section 4 - A day taken for vacation, holiday, funeral leave, EDO or Personal Leave day of Bargaining Unit Members shall be charged at a rate of twenty four (24) hours per duty shift. For Bargaining Unit Members on a forty (40) hour work week, such paid leave) day shall be charged at the rate of eight (8) hours per calendar day. Vacation requests made during the month of January for the upcoming year shall be granted subject to personnel availability. Seniority shall prevail in the event of conflicts in requested dates. Requests for vacation made during February through December shall be on a first come, first served basis subject to personnel availability.

Section 5 - Longevity Bonus for years of continuous service shall be paid in accordance with this schedule: 4<sup>th</sup> through 9<sup>th</sup> anniversary, one (1) duty shift; 10<sup>th</sup> through 13<sup>th</sup> anniversary, two (2) duty shifts; 14<sup>th</sup> through 19<sup>th</sup> anniversary, three (3) duty shifts; 20<sup>th</sup> anniversary and thereafter, four (4) duty shifts.

Section 6 - A Bargaining Unit member shall not accumulate vacation leave under this article during times he/she is in a voluntary leave of absence status or on sick leave for a non-work related cause after a period of thirty (30) consecutive calendar days. Vacation time for the leave shall be reinstated upon the members return to duty.

Section 7 - Bargaining Unit Members shall not be unreasonably denied the use of earned leave time, provided, however, that it is understood by the parties that no more than one (1) Lieutenant and two (2) non-supervisory employees may be off at the same time. If no Lieutenants are scheduled off, three (3) non-supervisory employees may be off at the same time.

Section 7.1 - A Bargaining Unit Member will be allowed to use up to 24 hours of accrued Vacation time as Emergency Leave. Only one (1) Bargaining Unit Member can exercise this option at any given time. This Emergency Leave option may be divided into no more than four (4) occurrences per year totaling no more than the 24 hours allotted. A Bargaining Unit Member will still be allowed use of this Emergency Leave Vacation even if the aforementioned three (3) scheduled off per Section 7 have already been approved.

*Note, however, the reduction in the ability to use earned leave time off under this Section 7 and 7.1 will not negate scheduled time off for 2011 already approved prior to the effective date of this Agreement, subject however to the understanding that no emergency leave will be permitted if four (4) personnel are already off per the prior language of the Agreement.*

Section 8 - Employees on sick leave and military leave shall not be considered "off" for purposes of applying the restrictions described in Section 7.

All 40 hour personnel will use the City Personnel Manual (version eff. May 2, 2004) for all matters concerning vacation, longevity bonus and time off.

#### Article 15 - Sick Leave

Section 1-A – Employees Hired Prior to July 1, 2004 - Each Bargaining Unit member achieving non-probationary status prior to July 1, 1994 shall be entitled to sick leave, with pay, at the accumulative rate of 2.77 hours per week. Each employee hired after July 1, 1994 but before July 1, 2004 shall be entitled to sick leave, with pay, at the accumulative rate of 2.31 hours per week. Bargaining Unit Members shall be charged at the rate of eight (8) hours for each twenty-four (24) hour shift taken as a sick day. Sick leave taken in less than twenty-four (24) hour segments shall be charged at the rate of one (1) hour of sick leave for each three (3) hours time off. Sick leave credits will not accrue during periods when a Bargaining Unit member or employee is on suspension or in a "leave without pay" status.

Section 1-B – Employees Hired On and After July 1, 2004 - All employees on a 24/48 hour schedule hired July 1, 2004 and thereafter shall accrue sick leave at a ratio of 1.4 hours of sick leave for each 1 hour accrued by 40 hour personnel. Accrual and usage shall be as follows:

A. 40 hour Employees: Bargaining Unit Members who work a 5 day/40 hour schedule shall accrue sick leave credit at the rate of one (1) day per month (96 hours per year or 1.85 hours per week).

B. 24/48 Employees: Bargaining Unit Members who work a 24/48 shift shall accrue sick leave credit at the rate of 2.59 hours per week. (134.68 hours per year).

C. Use of Sick Leave: Sick leave taken shall be charged at the rate of one (1) hour of sick leave for each one (1) hour's time off.

D. Work Requirement: An employee must work at least 60% of the available work days during a month to accumulate sick leave. Sick leave shall not be accrued during any period of absence, except for approved vacation leave. Approved vacation leave shall count towards the 60% work requirement.

Section 1-C - All 40 hour personnel hired prior to July 1, 2004 will use the City Personnel Manual for all matters concerning sick leave accrual and time off.

Section 2 - Sick leave is a benefit provided to employees to aid in offsetting the financial burden of an illness. Sick leave is a form of insurance, and is not intended to be used as extra days off. An employee may only use sick leave when incapacitated by illness or as otherwise provided in this Article 15. An employee may request sick leave for absence resulting from reasons described below, provided he or she completes the City Absence Report Form. The form shall be submitted immediately upon return to work or in advance of doctor's appointment or medical appointment, exam, operation, etc. Sick leave may be requested only for the following reasons:

A. Illness or non-work related injury of the employee or a member of his or her immediate family: mother, father, brother, sister, child or spouse.

B. Exposure of an employee or a member of his or her immediate family to a contagious disease that would have the potential of seriously jeopardizing the health of the employee or the health of others.

C. Death of a member of the employee's immediate family or extended family (family of spouse) in excess of what is permitted under funeral leave in Article 31. This extended leave is at the discretion of the Chief or his designee.

D. Medical, dental, optical, or psychological examinations or treatment of employee or a member of his or her immediate family, requiring the employee's presence, provided that the employee should seek to schedule such examinations outside of work hours wherever possible.

E. Pregnancy, childbirth, or related medical conditions of the employee or member of his or her immediate family.

Paid leave taken under this Article shall be counted toward leave that may be taken by an employee under the Family Medical Leave Act.

Section 3 - In regard to sick leave abuse, patterned use, or instances of repeated absence preceding or following a holiday, a Bargaining Unit member shall be required to provide a certificate of a physician stating the cause for the sick leave absence and shall obtain it at his own expense and on his own time. This requirement shall be in addition to other appropriate discipline that might be imposed for such improper use of sick leave.

A physician's certificate shall be required when an employee has been absent for two (2) consecutive work days or work shifts. The physician's certificate shall be filed with the City Absence Report Form and must be signed by the treating physician and (unless otherwise restricted by applicable law) must state the exact nature of the illness, not that the employee was "under the doctor's care". This same policy also applies to employees absent for care for members of the immediate family. Employees who are absent for three (3) consecutive work days or shifts must submit a physician's statement and an indication of when they are expected to return to work.

Section 4 - Each Bargaining Unit member may accumulate unlimited unused sick leave.

Section 5 - Bargaining Unit Members shall not request sick leave except in case of actual sickness for themselves or family members. Violations of this provision shall be considered to be a serious infraction and the basis for disciplinary action.

An employee who fraudulently obtains sick leave; who falsifies sick leave requests, documentation, or records; who misrepresents the grounds for a sick leave request; or who uses sick leave for improper purposes shall be subject to disciplinary action up to including termination. Further, an employee may be disciplined for excessive sick leave use in appropriate cases, whether or not the employee has exhausted all available paid sick leave, based on indications of inappropriate use of the leave or the inability of the employee to perform the essential functions of his or her position. Employees are expressly prohibited from engaging in either of the following during a paid or unpaid sick leave:

A. Paid employment of any kind, or

B. Other activities, whether or not paid, that are inconsistent with the claimed inability to work or the claimed need to care for a seriously ill member of the immediate family.

Section 6-A - Any unused sick leave accrued by employees hired prior to January 1, 1994 in excess of ninety (90) days ( 720 hours may be exchanged by Bargaining Unit Members in the ratio of

two (2) unused sick days (16 hours for one (1) additional day of paid vacation (24 hours), not to exceed the maximum of ten (10) days of sick leave exchanged for five (5) additional days of vacation in any one (1) calendar year.

Section 6-B - Any unused sick leave accrued by employees hired after January 1, 1994 but before July 1, 2004 in excess of seventy five (75) days (600 hours) may be exchanged by Bargaining Unit Members in the ratio of three (3) unused sick days (24 hours) for one (1) additional day (24 hours) of paid vacation, not to exceed the maximum of nine (9) days of sick leave exchanged for three (3) additional days of vacation in any one (1) calendar year.

Section 6-C - Employees hired on July 1, 2004 and thereafter shall not be entitled to exchange accrued sick leave for vacation.

Section 7 - The personal representative of a Bargaining Unit member who expires while employed by the City of Moraine shall receive from the City the value of the Bargaining Unit member's unused sick leave computed on the basis of the Bargaining Unit member's regular hourly rate of pay.

Section 8 - A Bargaining Unit member who achieves non-probationary status on or before July 1, 1994 and who resigns, retires or otherwise terminates employment in good standing shall be paid for his or her accumulated sick leave as follows:

- A. Under ten years, no payment
- B. Over ten years service, but less than twenty years service, one (1) hours pay for each two (2) hours of sick leave credit as of the date of termination.
- C. Over twenty years service, one (1) hours pay for each two (2) hours of sick leave credit earned during the first twenty years of service, one (1) hours pay for each one (1) hour of sick leave credit earned after twenty years of service until the date of termination. It is specifically understood and agreed between the parties that bargaining unit members shall be charged for sick leave taken after twenty (20) years against sick leave earned by them after they have passed twenty (20) years of service.
- D. Sick leave termination pay rate shall be at the Bargaining Unit member's forty (40) hour pay rate as determined by dividing the employees annual salary set forth at Appendix A by 2080 hours.

Section 9 - Bargaining Unit Members who achieves non-probationary status after July 1, 1994 and who resign, retire or otherwise terminate their employment in good standing shall be paid for accumulated sick leave as follows:

- A. Under ten years, no payment.
- B. Over ten years service, but less than twenty (20) years service, one (1) hours pay for each three (3) hours of sick leave credit up to seven hundred twenty (720) hours total sick leave credit as of the date of termination.
- C. Over twenty years service, one (1) hours pay for each three (3) hours of sick leave credit up to nine hundred sixty (960) hours of total sick leave as of the date of termination.



- D. Sick leave termination pay rate shall be at the Bargaining Unit member's forty (40) hour pay rate as determined by dividing the employees annual salary set forth at Appendix A by 2080 hours.

Section 10 - Bargaining Unit Members hired on and after July 1, 2004 and who resign, retire or otherwise terminate their employment in good standing shall be paid for accumulated sick leave as follows:

- A. Under ten years, no payment.
- B. Over ten years service, but less than twenty (20) years service, one (1) hours pay for each three (3) hours of sick leave credit up to seven hundred twenty (720) hours total sick leave credit as of the date of termination.
- C. Over twenty years service, one (1) hours pay for each three (3) hours of sick leave credit up to nine hundred sixty (960) hours of total sick leave as of the date of termination.
- D. Sick leave termination pay rate shall be at the Bargaining Unit member's then applicable regular hourly wage rate as determined by dividing the employees annual salary set forth at Appendix A by 2920 hours.

Section 11 - At the Bargaining Unit member's request, sick leave termination pay due them shall be paid in three (3) separate checks.

Section 12 - Wellness Incentive. Bargaining Unit Members shall receive a pro-rated cash bonus for non-usage of sick leave in a full calendar year, other than for sick leave purposes under the FMLA policy. This is based on the employee being credited with a minimum of 2920 hours for work, vacation, holiday and EDO (2080 for 40 hour/week employees) during the contract year. The bonuses shall be paid during the month of July, based on non-used sick leave hours in the previous year.

| Sick Leave Used Since<br>Last Contract Anniversary Date | Cash Bonus   |
|---------------------------------------------------------|--------------|
| None Used                                               | 40 Hours Pay |
| 0-1 shifts used                                         | 32 Hours Pay |
| 1-2 shifts used                                         | 24 Hours Pay |

#### Article 16 – Insurance

Section 1 - Hospitalization and Medical Benefits. All Bargaining Unit Members will be covered by the City of Moraine Health Benefits Plan on the same terms and conditions applicable to all City employees.

Section 2 - Life Insurance. Each Bargaining Unit Member who elects to be insured under the City life insurance plan shall receive forty thousand dollars (\$40,000) coverage on the Bargaining Unit Member. Any Bargaining Unit Member who elects not to be insured under this plan shall not receive any City contribution for life insurance as salary, wages, compensation, reimbursement or in any other form or manner.

Section 3 - Optical and Dental Insurance. The City shall provide to each Bargaining Unit



Member a comprehensive Optical and Dental Plan.

Section 4 - The parties mutually agree that the cost of providing insurance coverage is continuously increasing. In order to explore ways to contain or reduce insurance premium costs, and to consider replacement insurance to that set forth herein, a committee of employees consisting of two (2) Bargaining Unit Members and other City employees shall meet at the call of the City Manager.

Section 5. - Reimbursement of Out-of-Pocket Expenses - Provided employees maintain a minimum of fifteen (15) shifts accrued sick leave, during the 30-day period after the close of a calendar quarter employees shall be permitted to exchange accrued sick leave at a ratio of two (2) sick leave days for one (1) day's pay to reimburse employees for out of pocket medical expenses (deductibles and co-insurance) incurred during the previous quarter that are counted toward the annual out-of-pocket maximum (family and/or individual). The maximum reimbursement will be 75% percent of the actual out-of-pocket expense. This sick leave exchange will not count against the City wellness incentive eligibility. It is understood that said payments are subject to all normal withholding requirements and generally are considered taxable income to the recipient.

#### **Article 17 - Personal Bonds**

Section 1 - All Bargaining Unit Members shall be bonded in an amount not less than \$2,500.00, such bond to be provided by the City without cost to the Bargaining Unit Members.

Section 2 - The City agrees that it shall pay on behalf of all members of the bargaining unit, all sums which they shall become legally obligated to pay as damages because of liability arising out of their official duties of employment, which sums are not paid under insurance carried by the City.

The City further agrees to defend any suits seeking damages arising out of the performance of a Bargaining Unit member's official duties provided however, that said defense shall be limited to alleged damages in excess of insurance coverage.

It is further agreed that the City shall make such investigation of claims as it deems necessary and has the authority to settle any claim or suit as the City deems expedient.

Section 3 - In the event of any claim or suit, each Bargaining Unit member agrees, as a condition of defense and liability coverage to (a) promptly notify the City of any incident; (b) cooperate with the City and assist it in any matter concerning a claim or suit; and (c) attend any hearing or trial.

#### **Article 18 - Uniform Allowance**

Section 1 - All Bargaining Unit Members shall be entitled to a uniform allowance at the rate of one thousand two hundred forty dollars (\$1,240.00) annually.

Section 2 - The annual allowance will be paid in semi-annual installments each year following completion of the Bargaining Unit member's probationary period, on the first pay periods of January and July.

Section 3 - A Bargaining Unit Members who damages personal property that is necessary to his job function, while in the performance of his duty, may apply for reimbursement through his shift supervisor for repair or replacement of said items. This includes but is not limited to, watches and flashlights, but excludes all regular uniform item, i.e. trousers, shirts, jackets, etc. and other issued items, including flashlights when issued by the City. The amount per incident shall not exceed

\$100.00 and will not be paid if restitution is made by any other means. The City upon investigation and approval by the Fire Chief, shall pay the replacement cost of these items not to exceed the \$100.00 amount.

Section 4 - Bargaining Unit Members must return all Class A uniform items, badges, patches, ID's and Insignias Issued by the City when they terminate their employment.

Section 5 - A Bargaining Unit member not performing duties due to sick leave, injury leave or personal illness in excess of ninety (90) consecutive calendar days shall not receive a Uniform Allowance for the period of absence. A Bargaining Unit member not performing duties due to personal leave without pay or for disciplinary reasons shall not receive a Uniform Allowance for any period of such absence.

Section 6 - The City will provide bunker gear and a class "A" uniform to each Bargaining Unit member. If the Class A uniform needs to be altered after initial purchase, the employee will be responsible for the cost of alteration. If, after January 1, 2005, bunker gear has to be purchased or altered because of an employee's increase in weight, the employee shall bear the cost, however any required repairs to bunker gear resulting from on-duty use shall be the City's responsibility. Alterations to bunker gear shall be approved by the Chief or his designee.

#### **Article 19 - Call-back and Call-in Pay**

Section 1 - Reporting Pay. A Bargaining Unit member who reports to work at a scheduled starting time, who is sent home early, shall receive a minimum of two (2) hours pay at the applicable straight, overtime or holiday pay rate, depending on the circumstances

Section 2 - Call-Back. Any Bargaining Unit member called back for work outside his regularly scheduled hours or for a Divisional alarm shall be paid for a minimum of three (3) hours at the applicable rate of pay including overtime and holiday pay depending on the circumstances, provided, however, that the Bargaining Unit Members called back for office meetings, division meetings, special inspections and teaching and training assignments, shall be paid for a minimum of two (2) hours at the applicable rate. In order to receive call-back pay, a Bargaining Unit member shall respond to the station within time limits to be set by department regulations. These Divisional regulations shall not limit a Bargaining Unit member from responding to his assigned station if he can do so within twenty minutes from the time of the second tone of notification of alarm.

Section 3 - Bargaining Unit Members shall not be called in to work while on sick, injury or funeral leave. Bargaining Unit Members who are called in to work on days otherwise scheduled for EDO, vacation or longevity bonus, shall be paid two (2) times their regular hourly rate for all hours spent on duty, however the employee's leave records will be charged as if he/she actually took the EDO, vacation or longevity bonus.

Section 4 - Court Appearances. When it is necessary for a Bargaining Unit member of the Bargaining Unit to attend court as a part of the duties outside his regular hours, he shall notify the Chief as soon as possible. The Chief shall determine whether the Bargaining Unit member is to remain on duty between the last preceding or next shift and the time of the court appearance, in which case, he shall go off duty and return for such court appearance, in which case the employee shall receive a minimum of three (3) hours pay at the applicable rate.

## **Article 20 - Military Reserve Training**

Section 1 - All regular full-time Bargaining Unit Members are entitled to military leave in accordance with applicable federal and state law.

## **Article 21 - Other Benefits**

Section 1 - Election Day. All Bargaining Unit Members shall be entitled to vote in any election held in their resident precinct and if because of scheduling change that prevented the employee from utilizing an absentee ballot, the employee shall be given sufficient time off to accomplish same as determined by the Fire Chief or his designee.

Section 2 - Meal Allowance. A Bargaining Unit member on duty who loses food stuffs due to responding to a call at meal time shall, on approval of the Fire Chief or his designee receive up to seven dollars (\$7.00) per meal towards the cost of lost meals upon substantiation.

Section 3 - Any Bargaining Unit member who suffers a loss of monies due to an approved vacation being canceled shall be reimbursed the amount of loss by the City. The Bargaining Unit member shall be required to present receipts for monies lost.

## **Article 22 - Non-Department Training**

Section 1 - Employees shall be provided advance notice of non-department training which shall include but not be limited to the following: seminars, classes, training sessions, and conferences. Any Bargaining Unit member who wishes to participate in these programs shall submit an Outside

Training Form to the Deputy Chief of Training or the Chief's designee. The request will be granted or denied based upon, but not limited to, the value of the program to the department, resources, available funds and manpower. The decision of the Chief shall be final.

Section 2 - Bargaining Unit Members who attend these seminars during working hours with the prior approval of the Chief shall not suffer a loss of pay. Off-duty Bargaining Unit Members who are granted permission to attend these seminars, etc., shall be reimbursed for reasonable expenses incurred in attending outside seminars including, for example, meals, lodging, tuition and expenses associated with travel.

## **Article 23 - Tuition Reimbursement and Education Incentive**

Section 1 - The City offers tuition prepayment or reimbursement to regular full-time employees after 12 months of full-time City service for higher education courses which are specifically related to a position's duties and responsibilities and which increase the employee's ability to become more effective in their primary area of work.

Section 2 - Application and Qualification. Prior to beginning the course for which prepayment or reimbursement is being requested, the employee shall submit a Tuition Payment Agreement Form to his or her supervisor. Since the City is primarily interested in paying for courses that result in a college degree, the employee needs to include a degree plan (listing of courses) with the request. The Chief or his designee and the appointing authority must approve this request. To ensure funding is available, the tuition request shall be made far enough in advance so money can be made available in the department/division budget for that year. The discretion to grant or deny final approval

lies solely with the appointing authority. The appointing authority may consider the request under the following criteria:

- A. The relevance of the course to the employee's job duties or those of a position within the office or department that the employee may reasonably hope to attain; provided that the appointing authority may, in his or her sole discretion, approve payment for core courses in a basic education requirement for a college degree program that does meet this relevance standard.
- B. The employee's performance, including performance evaluations and disciplinary actions.
- C. The City's special need for additional education or training among particular classifications, positions, or employees.
- D. The course is offered through an accredited college, university, technical institute, business school, or related educational school or institution.
- E. Courses taken during an employee's normal working hours or during time in which he or she is being paid by the City will not be eligible for reimbursement. Any request for the use of flexible work schedules may be considered by the appointing authority.
- F. The availability of tuition funds.

Section 3 - Amount of Payment. The City will pay the employee up to \$ 4,000 per year for tuition, enrollment fees, laboratory fees, and books for a maximum of 6 semester hours or 9 quarter hours per academic term, providing he or she receives a passing grade of "C" for undergraduate work, "B" for graduate work, or a grade of "pass" in a system that offers only "pass/fail" grades. Payment will be reduced proportionality for courses in which an employee is receiving financial assistance via scholarships, grants, or loans.

Section 4 - If the employee receives a lower than required grade, the employee shall reimburse the City for all the funds received for the course or courses. If necessary, the City may deduct the amount due from the employee's paycheck in order to pay for the course costs.

Section 5 - The City will not pay fees for course work beyond the attainment of the employee's next higher degree; such as bachelor's degree if employee has no degree. Payment for a master's degree would only be considered if the degree is necessary to perform the position's duties and responsibilities.

Section 6 - An employee who has received education funds must, as a condition for such payment, remain a City employee for a period of time equal to the academic term for which they received payment. For example, a semester term equals approximately 15 weeks, and a quarter term equals approximately 10 weeks. The employee's work commitment will begin to be served after the completion of the semester or quarter, and the work commitment remaining for any other quarter or semester must be served consecutively and not concurrently. An employee who does not complete the work commitment prior to separating from City employment, whether through resignation, retirement, or termination, is required to return funds received under this tuition reimbursement program to the City. The amount of the funds to be returned shall be pro-rated to reflect the portion of the work obligation that the employee has accomplished prior to separation, and



such funds may be withheld from remaining paychecks or other funds due the employee.

Section 7 - The granting or denial of tuition reimbursement is a prerogative of management, and is not subject to the grievance procedure. The appointing authority may, upon notice to the employees affected, reduce the individual and/or aggregated limits on tuition reimbursement, limit the number of credit hours for which reimbursement may be sought, or limit the program to those employees or classifications where the learning needs are most critical to the City.

Section 8 - The City offers Education Incentive pay to employees who earn a degree from an accredited college that is directly related to his or her position. To earn the incentive pay, the employee shall have completed 24 months of service with the City prior to earning the degree. The Education Incentive pay shall remain the same amount for both non-Union and Union employees. This pay will be added to the employee's base rate per hour, based on this annual amount:

- A. Associate's Degree \$425 (\$0.20 per hour for 5 day/40 hour)  
(\$0.15 per hour for 24/48)
- B. Bachelor's Degree \$850 (\$0.41 per hour for 5 day/40 hour)  
(\$0.29 per hour for 24/48)

#### **Article 24 - Overtime Pay**

Section 1 - The work schedule of a 24/48 Bargaining Unit member is a 24 hour duty period followed by a 48 hour off-duty period. The work schedule of a 5/2 Bargaining Unit member is 5 consecutive days of 8 hours each followed by 2 days off-duty.

Section 2-A - Definitions of Overtime. Overtime for 24/48 employees shall be considered as authorized time worked in excess of 212 hours in a 28 day work period. Overtime for 5/2 employees shall be considered as authorized time worked in excess of 160 hours in a 28 day period. All hours worked in excess of 212 hours (or 160 hours as applicable) in a 28 day work period shall be compensated at a rate of one and one-half time the employee's regular rate of pay and shall be added to the Bargaining Unit member's pay for the last week in the 28 day period in which the overtime was worked.

Section 2-B - For purposes of calculation of straight time up to 212 hours in a 28-day period and overtime payable on hours spent on HazMat Training, USAR Training, Paramedic Training, Firefighter Training, and Special Details (eg., car seats, festivals, computer work and court time) in excess of 212 under this Article 24 the regular rate of pay for all employees regardless of their hire date shall be determined by dividing 2920 hours into the annual salary set forth in Appendix A.

Section 2-C - For purposes of computing overtime, worked time shall include paid vacations (and holidays for employees working a 40 hour shift) but shall not include time spent on paid EDO's or sick or injury leave.

Section 2-D - For purposes of computing overtime resulting from Emergency Call-Backs, Shift/Station Coverage and Shift Holdover under Article 12, Section 1-B, the hourly rate for employees hired prior to July 1, 2004 shall be determined by dividing the employee's annual salary by 2080 hours. For all other purposes overtime shall be computed as set forth in Section 2-B.

Section 2-E - Pay Equalization. Employees shall continue to receive weekly paychecks of a standardized amount (ie., 1/52 of employee's annual salary) with adjustments for (a) holiday pay during



the week in which the holiday occurs and/or is worked; (b) call-backs and call-ins under Article 19 during the week in which it occurs; and (c) additional straight time pay for hours up to 212 and overtime in excess of 212 in the paycheck for the last week of the 28 day period.

Section 2-F - Overtime pay shall not be pyramided.

Section 3 - Overtime pay shall be paid in increments of no less than one-half (1/2) hour and shall be paid to the next nearest one-half (1/2) hour.

Section 4 - Any overtime paid on a holiday shall be paid at the rate of two and one-half (2 1/2) times that Bargaining Unit member's regular hourly rate of pay.

Section 5 - Earned Days Off. Employees, who work in a 24/48 shift, in addition to all other leave benefits, will be granted thirteen (13) Earned Days Off (aka "EDO's") during each calendar year scheduled in accordance with the following:

A. The EDO's for the upcoming year will be scheduled by the Employee subject to approval of the Chief or his assignee during the period December 1 through December 20 with one (1) EDO being taken during each 28 day work period during the following year.

B. In the event of conflicts in EDO requests, subject to the Fire Division's scheduling requirements, City seniority shall prevail. If not selected by the employee by December 20, the EDO's will be scheduled by the Employer and the employee will be notified by December 31.

C. An employee may request that his/her previously scheduled EDO be moved, provided such rescheduling does not (a) result in the EDO falling outside of the 28 day work cycle; (b) result in additional overtime payment to the requesting employee or other employees; or (c) require the calling in or holding over of other any other employees covered by this Agreement.

## **Article 25 - Work Schedule**

Section 1 - The work shift shall be from 7:00 A.M. to 7:00 A.M. subject to change by the City upon fourteen (14) calendar days notice to the Union .

Section 2 - Emergency response and all activities associated therewith are the primary responsibility of the Fire Division 24 hours per day. Non-emergency duty assignments shall normally be scheduled during the period 0700 to 1900 however this shall not restrict assignment of such duties at other times if (a) such assignments are reasonably necessary to Departmental operations and (b) report of such assignment is promptly provided to the Chief or his designee in writing.

Section 3 - Each day during the work shift there shall be two (2) one-hour periods for meals and two (2) fifteen minute breaks, one each in the morning and one each in the afternoon.

Section 4 - The present work shift of one 24 hour period on duty, followed by a 48 hour period off duty may be changed by the City provided a one hundred twenty (120) day notice of change is given to the Union .

## **Article 26 - Injury Leave And Compensation**

Section 1 - In the event an employee is injured while on duty and is unable to perform either his regularly assigned duties or those light or transitional duties that may be assigned by the Chief or

his designee and approved by the treating doctor, the injured employee may receive injury leave. Such leave may be provided if the employee notifies his supervisor within 48 hours following the time of the injury, unless the employee is hospitalized. The notification shall include a doctor's statement of the injury description, employee work limitations, and the expected date of return to full or transitional duty. If the employee is hospitalized immediately following the injury, he shall submit the doctor's statement within 5 days after being released from the hospital.

Section 2 - Upon injury notification, the employee's supervisor will immediately ensure that the employee receives appropriate medical attention, assess the cause of the injury, and identify any hazardous conditions to be corrected. He will also determine that the injury or occupational illness incurred while on duty, and whether the injury is the result of self-infliction, "horseplay," negligence, or drug or alcohol use. The supervisor will certify that the employee's Injury Report Form is accurate.

Section 3 - The employee will use sick leave until BWC certifies/allows the claim, then the injured employee may be paid for up to 90 calendar days of injury leave after that date. If the employee is absent from work more than 5 work days as a result of a BWC certified injury claim, the 5 days shall be returned to the employee's sick leave balance and counted as injury leave. While on injury leave, the employee will be placed concurrently on medical leave, per the Family and Medical Leave Act. The City will pay an injured employee a maximum of 90 calendar days of injury leave in a 12-month period of time regardless of the number of compensable, work-related injuries.

Section 4 - Thereafter, beginning with the 91<sup>st</sup> calendar day of absence due to an injury and having a BWC allowed injury claim, the injured employee is eligible to receive BWC temporary total compensation, and the employee may at his or her option, elect to receive supplemental City compensation to bring the pay rate to his or her base rate. Such supplemental City compensation shall be charged against the employee's accumulated sick leave as long as the employee receives temporary total compensation.

Section 5 - BWC pays temporary total compensation based on medical evidence from the attending physician. These periodic physician reports ensure the continuous payment of temporary total compensation. BWC will refer injured employees for an examination at various times to determine whether they still qualify for compensation, rehabilitation, and if they are receiving the proper medical treatment. BWC determines whether to continue or cease temporary total compensation based on evidence of the employee's maximum medical improvement (MMI). MMI occurs when an individual's medical condition stabilizes to the point the injured worker's physical or mental condition will not change, despite continued medical treatment and/or rehabilitation.

Section 6 - If BWC makes a medical determination that the injured employee has reached MMI, is not physically or mentally able to accomplish the full duties of their City position, and will no longer receive temporary total compensation, the employee may elect to use any remaining accumulated paid leave while expeditiously applying for a disability retirement. The City will require the employee to resign as soon as a decision is made by the appropriate pension agency, or the employee has exhausted his/her accumulated paid leave options.

Section 7 - An employee returning from injury leave must have a doctor's medical release to return to work. To secure this release, the employee must present a statement from the doctor giving the injury description, date of return to work, and certifying that the employee is able to return to work without any restrictions, or with restrictions and possibly perform light duty. The City Manager or his designee may approve an employee returning to work.

Section 8 - An employee returning to work from injury leave, who has not used the 90 days of injury leave, and who needs to return to their doctor for required follow-up or continuing treatment as a result of the injury, shall be paid injury leave for these doctor visits as long as a doctor's statement is provided to the City for these visits.

Section 9 - While on paid City Injury leave, all benefits (to include seniority) shall be maintained, except as otherwise provided in this Agreement and the City Personnel rules and regulations.

Section 10 - The City Manager may require the employee to be examined by a physician of the City's choosing, at City cost, to determine the employee's continuation of an approved injury leave, or to resolve any issue about an employee's return to work. This may involve the employee accomplishing a physical ability test or a psychological examination. If an employee refuses to submit to a medical examination, or if the report from the doctor conducting the medical examination concludes that the employee is either not injured or is able to return to work, further injury leave compensation may be denied.

Section 11 - If the report from the doctor selected by the City is in conflict with the report submitted by the employee's doctor regarding the injury, limitations on the employee's ability to work, or the expected date of return to work, the member shall be examined by a third doctor selected by the City from a list of doctors to be mutually agreed to by both parties. The City will pay for the cost of this examination. The opinion of the third doctor shall determine the employee's injury status at that time.

Section 12 - No injury leave will be granted to an employee who is off work because of any medical condition that existed prior to the employee's first day of work with the City, including an aggravation or re-injury, off duty injury, or any such pre-existing condition.

Section 13 - The City Absence Report Form shall be used to record all forms of leave associated with an employee's injury.

#### **Article 27 - Position Description**

Section 1 - The City has a current position description for Firefighters and Paramedics. The City will consult with the Union concerning any change in current position descriptions prior to adopting any changes. The purpose of this consultation will be to provide the Union the opportunity to present suggestions for changes and to object to changes if they desire. The City shall consider all Union objections prior to any decisions or changes. The City retains the right to make any changes to the position description.

Section 2 - Job assignments are the sole and exclusive right of management.

Section 3 - The City shall provide a copy of current and any updated version(s) of all job descriptions of the Bargaining Unit to the Moraine Professional Firefighters Association.

#### **Article 28 - General Provisions**

Section 1 - Both the City and the Union agree that this agreement contains the entire understanding of the parties and that no verbal statement or agreement by a supervisor or any other person shall supersede or amend, or establish a past practice under this agreement. It is further agreed that the Fire Chief, with the approval of the City Manager, upon discovery of any verbal agreement shall issue a formal order to cease such agreement or practice and that such agreement or practice as to that order will no longer be followed.

Section 2 - Past practice must be unequivocal, clearly enunciated and followed for a reasonable

period of time as a fixed and established practice accepted by both parties. If either party asserts that the terms of this Agreement are inconsistent with past practice, it may give notice to the other party that after a specified date the past practice will no longer be binding upon the parties. Any disputes over the application of this Article are subject to the grievance and arbitration procedure.

Section 3 - Copies of personnel manuals, written work rules and regulations and standard operating procedures regarding the Division of Fire issued by the City shall be furnished to each Bargaining Unit member and the Union. The President of the Union shall be provided with written copies of any proposed changes to the above documents prior to such changes being adopted by the City. The City shall maintain a "logbook" of all Divisional memos at each fire station. This "logbook" shall be kept current and shall be accessible to all Bargaining Unit Members.

## **Article 29 - Health and Safety Examinations**

### **Section 1 -**

- A. In the interest of health, safety and job performance, the City may require a medical or psychological evaluation of a Bargaining Unit member. The City must show probable cause exists with specific objective evidence of grossly suspicious or erratic job related behavior of a Bargaining Unit member before an evaluation can be ordered. The Bargaining Unit member shall receive specific reasons in writing prior to the commencement of any evaluation. All evaluations shall be conducted by an independent licensed medical practitioner with a background in occupational medicine or industrial psychology. The Bargaining Unit member shall sign all releases and authorizations required by the medical practitioner to make his reports available to the City. The City shall hold all information in said reports as strictly confidential, shall release information only to the City Manager, Fire Chief, Assistant City Manager, City Attorney, and Human Resources Director and shall not release any information to any other party from said reports without specific written authorization from the Bargaining Unit member.
- B. If, in the medical practitioner's opinion the Bargaining Unit member's condition jeopardizes his health, safety or that of other City employees or renders his job performance unsatisfactory, the City may relieve the Bargaining Unit member from active employment and Bargaining Unit Members shall be eligible to use accrued sick leave.
- C. Any City required evaluations shall be paid in full by the City. Any time spent by the Bargaining Unit member traveling to, from and during the examination will be work time, subject to any applicable call-in or overtime pay. Any other time necessarily lost by the Bargaining Unit member will be treated as "directed leave" with pay. If the results of the evaluations are that the Bargaining Unit member is properly relieved from duty, this "directed leave" will be charged to accrued sick leave. The Bargaining Unit member shall be provided complete copies of all reports, findings and recommendations of the medical practitioner.
- D. The Bargaining Unit member has the right to seek a second medical or psychological opinion regarding his situation. This second evaluation shall be paid for under the insurance plan as outlined in Article 16 of this agreement.
- E. The City shall cooperate in the treatment and rehabilitation of the Bargaining Unit Members in his/her efforts to return to work. All time off shall be consistent with the provisions of Article 15 and Article 26 of this agreement, except where "directed leave" is



ordered by the City.

Section 2 - If it is determined the Bargaining Unit member's medical or psychological condition did not jeopardize his health or safety, or that of other City employees, or did not render his job performance unsatisfactory, all sick leave directed to be used will be reinstated to the Bargaining Unit member and the leave taken shall be charged to "directed leave" with pay.

Section 3 - The City shall have the right to institute a drug and alcohol screening policy (which includes random testing) provided the following first occurs: (1) the policy applies to all City employees (Union and non-Union); (2) the policy is created by a Labor-Management Committee which includes a representative of the Union /IAFF. Disagreement over the provisions of the policy are subject to binding arbitration.

Section 4 - "Directed Leave" is defined as: Leave with pay not charged to sick leave, vacation leave, or personal leave.

Section 5 - This medical evaluation program is solely initiated at the behest of the employer. The City shall be solely liable for any legal obligations and costs arising out of the provisions and/ or application of this agreement relating to this medical testing program. Moraine Professional Fire Fighters Association, Local 2981 and its officers and members shall be held harmless for the violation of any workers rights arising from the administration of this medical evaluation program.

Section 6 - This Article is in no way intended to supersede or waive a Bargaining Unit member's federal or state constitutional rights.

#### **Article 30 – Duration**

Section 1 - This agreement shall become effective June 1, 2011 and shall remain in full force and effect until 11:59 p.m., May 31, 2014.

Section 2 - All term of this agreement shall be automatically renewed for successive one year periods unless written notice of a desire to renegotiate is given by either party to the other at least sixty (60) calendar days, but no more than one hundred twenty (120) calendar days prior to or any subsequent anniversary date. Upon the delivery of such notice, the parties shall meet and negotiate with respect to a new Agreement. Both parties to this agreement shall strive to commence negotiations for a new Agreement sixty (60) calendar days to one hundred twenty (120) calendar days before the expiration date. The Union must allow the City a minimum of thirty (30) calendar days after receipt of proposals to commence negotiations, provided, however, that both parties shall negotiate ground rules and the City will receive explanations of proposals upon their receipt.

#### **Article 31 – Funeral Leave**

Employees may be granted paid funeral leave with approval of the Chief for a maximum of two (2) shifts for the death of a spouse or child, to include stepchildren. In the event of a death of an immediate family member, other than spouse or child, the employee may be granted one (1) shift of paid funeral leave. For purposes of this section, the "immediate family member" is defined as: mother, father, sister, brother, grandparent, grandchild, stepparents, stepsiblings, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian, or other person who stands in place of the employee's parent.

Up to 12 hours (1/2 shift) may be used when the death is that of any other legal relative which shall



be defined as: (i) greatgrandparent; (ii) greatgrandchild; (iii) uncle; (iv) aunt; (v) niece; (vi) nephew; and (vii) first cousin..

Funeral leave shall not be charged to sick leave however, sick leave may be used to extend funeral leave as provided in Article 15. Such use of sick leave not count against the City's wellness incentive eligibility. In addition use of sick leave hereunder shall not require a Physician's certificate to return to work.

## Article 32 – Light Duty

Section 1 - The City recognizes that in particular circumstances of an employee's injury or illness, an employee is not able to return to work in a full duty work status; but is capable of performing certain job assignments, which constitute a limited portion of one or more position classifications. These assignments are referred to as light or transitional duty, and may be offered by the City if there is a need for such duty. Such assignments are temporary, and are not to be considered an accommodation to a permanent illness or injury. It serves the mutual benefit of the employee and the City to provide a temporary light duty assignment. Temporary is defined herein as not more than 270 consecutive calendar days.

Section 2 - This process allows the City to comply with the BWC Managed Care Organization policy that requires the employer to work with the health care provider to return an injured or ill employee to a modified-duty/light duty position, tailored to an injured employee's condition until they regain full capacity to return to full duty. A light duty position description will be written and coordinated with the health care provider. If the health care provider confirms that the injured employee is capable of performing the light duty position, the employee is obligated to accept the position. An employee who refuses an offer of light or transitional duty may forfeit any eligibility for BWC compensation.

Section 3 - Application for Light Duty Status. The supervisor of a full-time employee who is off work due to an injury or illness, or the injured or ill employee may request to return to work on a light duty assignment by doing the following:

- A. The supervisor or employee must submit a written request via letter to the City Manager to be placed on light duty status, based on a temporary light duty position description.
- B. The employee must obtain and provide to the Chief or his designee a completed Physician's Light Duty Release Form. The form must be completed and signed by the employee's attending physician. The doctor must state that there is reasonable medical probability that the employee will be able to return to full duty at a specified date in the future, and authorize the employee to return to work in a light duty position and outline the parameters within which the employee may work. If there exists a reasonable basis to question the physician's evaluation, the City Manager reserves the right to have the employee examined at City expense if necessary to determine the extent of injury and entitlement to light duty.

Section 4 - Approval of Request. After completing the application process, the City Manager may authorize the employee to return to work in a light duty status for up to 90 consecutive calendar days (which can be extended for two (2) additional 90 day periods), based on the approved duty assignment, the employee is forecast to miss a minimum of 5 shifts, and the light duty assignment begins at the start of the work week.

Section 5 - Extension. Prior to the end of each 90 days on light duty status, the employee may request to work additional time on light duty for up to 90 additional consecutive calendar days by submitting the request in writing to the City Manager, and submitting a current written statement from his/her physician, in which the physician approves extended light duty. An extension shall require City Manager approval.

Section 6 - Criteria for Placement on Light Duty. The determination of whether or not to place an employee on light duty work status shall be made by the Chief or his designee and the City Manager. The following criteria shall be considered in determining whether or not, to place an employee on light duty. The criteria shall include, but not be limited to:

- A. That a light duty position is available for assignment.
- B. There exists the medical probability that the employee will be able to return to full duty within 270 days. The employee must be qualified for the assignment as additional training will not be provided.
- C. The physician's written opinion is that the employee is able to perform light duty activities, and can return to full duty within 270 days.

Section 7 - Work Restrictions on Light Duty. An employee who receives a light duty assignment will not work overtime or on holidays. An employee who receives a light duty assignment shall not engage in off duty employment the elements of which are inconsistent with the physical limitations that require light duty assignment without written consent of the Chief or his designee.

Section 8 - End of Light Duty Assignment. A light duty assignment will immediately end should the employee's condition become permanent, as documented by a physician's written statement.

#### MEMORANDUM OF UNDERSTANDING

1. The undersigned parties agree to "red circle" employee Phil Sinewe who will continue to receive \$1,000 annual incentive pay for having his Master Degree under Article 23.

#### MEMO OF UNDERSTANDING (New)

##### 1. Payment for Elimination of Pension Pickup

When income tax revenue collected by the City for two (2) successive years meets or exceeds a total of Fifteen Million Dollars (\$15,000,000.00) the City will commence a program to reimburse all current employees who lost their previous pension pickup by increasing the hourly rate of pay of those employees as follows:

| <u>Date Action To Be Taken</u>                                            | <u>Increase in Hourly Rate</u> |
|---------------------------------------------------------------------------|--------------------------------|
| June 1 after 2d consecutive year of \$15 million<br>Income tax collection | 3% increase                    |
| June 1 after 3d consecutive year of \$15 million<br>Income tax collection | 3% increase                    |

June 1 after 4th consecutive year of \$15 million  
Income tax collection

4.7% increase

2. Reopener

In the event that the Ohio Police and Fire Pension Fund imposes an additional contribution requirement upon participating employees and reduces the contribution amount required by the City as employer, upon request of the Union, the parties will meet to negotiate possible modification to the Article 12, Section 1-A - Wages. This shall not constitute a reopener of any other provision of the Agreement which provisions shall remain in full force and effect for the remaining term of this Agreement.

3. Adjustment of Wages

Employees whose wages were "red circled" by reason of election to maintain certain health insurance benefits shall have their rates increased to restore them the wage rate comparable for their Job Classification and Step set forth in Appendix A

Those red circled employees are as follows:

Names:

1. Buck
2. Erby
3. Keyes
4. Nartker

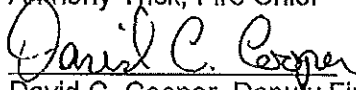
CITY OF MORaine, OHIO



David D. Hicks, City Manager



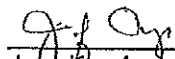
Anthony Trick, Fire Chief



David C. Cooper, Deputy Fire Chief

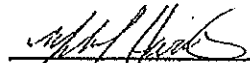


Jeffrey Eitel, Deputy Fire Chief

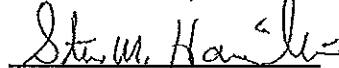


Jennifer Arp, Acting Finance Director

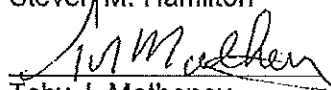
MORaine PROFESSIONAL  
FIREFIGHTERS ASSOCIATION  
IAFF LOCAL 2981



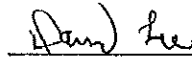
Michael Harris, President



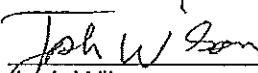
Steven M. Hamilton



Toby J. Matheney



David Lee



Josh Wilson

## APPENDIX A

For the period June 1, 2011 – May 31, 2014

The following wage rates shall remain in effect from June 1, 2011 through May 31, 2014:

| Classification                         | Step<br>A              | Step<br>B               | Step<br>C              | Step<br>D              | Step<br>E              | Step<br>F              | Step<br>G              |
|----------------------------------------|------------------------|-------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| Fire Inspector Probationary<br>(2080)  |                        | \$51,301.54<br>\$24.66  | \$53,381.33<br>\$25.66 | \$55,461.12<br>\$26.66 | \$57,687.97<br>\$27.73 | \$59,998.85<br>\$28.85 | \$62,435.78<br>\$30.02 |
| Firefighter/<br>Paramedic<br>(2080)    | Probationary           | \$52,667.06<br>\$25.32  | \$54,536.77<br>\$26.22 | \$56,469.50<br>\$27.15 | \$58,507.28<br>\$28.13 | \$60,692.11<br>\$29.18 | \$63,024.00<br>\$30.30 |
| (2920)                                 |                        | \$18.04                 | \$18.68                | \$19.34                | \$20.04                | \$20.79                | \$21.58                |
| Lt- Firefighter<br>(2080)              | \$66,511.33<br>\$31.98 | \$69,284.38,<br>\$33.31 |                        |                        |                        |                        |                        |
| (2920)                                 | \$22.78                | \$23.73                 |                        |                        |                        |                        |                        |
| Lt-Firefighter/<br>Paramedic<br>(2080) | \$68,023.90<br>\$32.70 | \$70,817.97<br>\$34.06  |                        |                        |                        |                        |                        |
| (2920)                                 | \$23.30                | \$24.25                 |                        |                        |                        |                        |                        |